

RESOLUTION NO. 2017-19

**RESOLUTION AUTHORIZING CITY MANAGER TO ENDORSE
INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF FOREST GROVE
AND GASTON RURAL FIRE PROTECTION DISTRICT
FOR FIRE ADMINISTRATIVE SERVICES**

WHEREAS, The City entered in an Intergovernmental Agreement (IGA) between the City of Forest Grove and Gaston Rural Fire Protection District for Fire Administrative Services pursuant Resolution No. 2016-26, adopted April 11, 2016;

WHEREAS, This IGA is designed to promote efficient coordination and provision of fire and rescue service (Fire Department Services or FDS) to the citizens of Gaston and Forest Grove as well as adjoining rural districts while making efficient use of local fiscal resources; and

WHEREAS, The IGA provides for certain conditions that both parties agreed were necessary for the City of Forest Grove to provide a program for leadership and administrative services for the Gaston Rural Fire Protection District; and

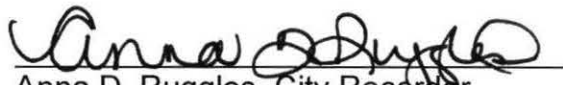
WHEREAS, Section 10, Term of the existing IGA, is scheduled to expire May 1, 2017, unless both parties agree to extend the existing IGA. It is the desire of both the City and Gaston Rural Fire Protection District to modify the IGA to an automatic renewal or until such time the IGA is terminated by either party upon 30-day notice.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:


Section 1. That the City Council hereby approves and authorizes the City Manager to endorse the Intergovernmental Agreement (Exhibit A), between the City of Forest Grove and Gaston Rural Fire Protection District for Fire Administrative Services to automatically renew or until such time the IGA is terminated by either party upon 30-day notice.

Section 2. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of February, 2017.


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of February, 2017.


Peter B. Truax, Mayor

**GASTON RURAL FIRE PROTECTION DISTRICT
– CITY OF FOREST GROVE
INTERGOVERNMENTAL FIRE DEPARTMENT SERVICES AGREEMENT**

This Agreement is between the Gaston Rural Fire Protection District (Gaston RFPD) and the City of Forest Grove (Forest Grove), each a legal governmental agency operating under the laws of the State of Oregon.

The purpose of this Agreement is to promote and ensure the efficient coordination and provision of fire and rescue service to the patrons of each agency while maximizing the use of local financial resources.

FINDINGS

- a. This Agreement is made under ORS Chapter 190 that permits local government units to enter agreements to further economy and efficiency.
- b. This Agreement provides a structure for collaboration of the fire department services through cooperative administration.
- c. Each agency provides fire and rescue services to their citizens. Residents of each community have frequent contacts in the other community. Each agency provides mutual aid on a regular basis for fire and emergency services to each other.
- d. Forest Grove and Gaston intend to continue the nature and extent of the fire department services that it makes available to its constituents. Cooperation between the agencies will facilitate firefighter safety, administration and operations and make the provision of fire services more cost effective and efficient.
- e. Each department will continue to rely upon a combination of paid staff, volunteers and interns in the provision of services.

AGREEMENT

1. Management

The Gaston RFPD Fire Chief retired in 2015. Gaston RFPD needs experienced, capable and progressive management. Such management resources are available at Forest Grove and Forest Grove is willing to provide them to Gaston RFPD at a reasonable cost.

The management services provided include consultation, problem-solving, budget guidance, mentoring and supervision for Gaston fire personnel. Forest Grove will monitor the Gaston staff and review/comment on the standard operating guidelines and operational procedures. Gaston fire employees may attend Forest Grove Fire staff development and training sessions.

The Forest Grove Fire Chief or his designee will attend and represent the Gaston RFPD at Washington County Fire Defense Board meetings and meetings of the Gaston

Rural Fire Protection District and other meetings as needed, estimated to be approximately 5-7 hours per week.

2. Leadership

Forest Grove will assist Gaston RFPD with fire department structure and management issues and evaluate the cost and benefits of this. Related issues may include:

- a. Command and organizational options within the management structure and practices
- b. Fire department strategic planning including staffing patterns, response times and future ISO challenges and opportunities such as fire prevention and community risk reduction programs
- c. Emergency management
- d. Financial planning and budgeting
- e. Coordinated delivery between both agencies.
- f. Training, safety, medical surveillance and fitness programs
- g. Volunteer and intern programs, focusing on recruitment, retention and incentive programs
- h. Fleet maintenance program

3. Compensation

- a. The total amount paid by Gaston Rural Fire Protection District for services for the period of this Agreement is \$33,000 annually. This compensation will include any professional development, travel or incidental expenses of the Forest Grove necessary for the implementation of this agreement.
- b. Gaston RFPD will budget for these expenditures and reimburse Forest Grove each quarter for the costs of such services. Forest Grove will invoice Gaston RFPD within 30 days of the end of the calendar quarter and Gaston RFPD will pay the invoice within 30 days of receipt.

4. Gaston RFPD Operations

- a. Gaston RFPD employees will remain employees of that district, and will be supervised by the Forest Grove Fire Chief. The Gaston RFPD employee will report to the Forest Grove Fire Chief or his designee.
- b. Gaston RFPD will continue to operate the fire department and pay all costs associated with them.
- c. All Gaston RFPD real and personal property will remain owned and controlled by Gaston RFPD.

5. Records

Each agency will maintain fiscal records relating to this Agreement in accordance with state law and generally accepted public accounting principles. Each city agrees that the other city and its representatives will have access to such records and to other books, documents, papers, plans and writings of the other city that relate to this Agreement to perform examinations and audits, and to make excerpts and transcripts.

6. Waiver

The failure of either district to enforce any provision of this Agreement does not constitute a waiver of it or any provision.

7. Compliance with Laws

Gaston RFPD and Forest Grove will comply with all applicable laws in performing their obligations under this Agreement.

8. Hold Harmless and Indemnification

- a. Gaston RFPD and Forest Grove are each responsible for the acts of their employees and agents under this agreement.
- b. Gaston RFPD and Forest Grove each agree to defend, indemnify and hold harmless the other, and its volunteers, officers, employees, and agents against any and all claims or legal actions that may arise from any act relating to the provision of this Agreement.

9. Dispute Resolution

Gaston RFPD and Forest Grove agree to make good faith efforts to informally resolve any dispute relating to this Agreement. If any dispute is not resolved informally, the districts agree that the dispute will be exclusively settled by arbitration under Oregon law.

10. Term, Review and Amendment

This agreement is effective as soon as it is approved by the governing body of each agency. It contains all the agreements of Gaston RFPD and Forest Grove on this subject. Either agency may at any time request a meeting with the other within 30 days of the request to discuss any provision. This Agreement **automatically renews annually on May 1**. Any amendment to this Agreement must be in writing and signed by any authorized representative of each agency. This Agreement may be terminated prior to expiration by either party upon 30 days notice. Upon such early termination, the compensation provided for in Section 3 shall be prorated.

Performance of the parties under this agreement will be reviewed according to the following, non-exclusive criteria:

- a) Affect on management staff and communications between the two departments

- b) Ability to meet or exceed response service level standards
- c) Perceived effectiveness by the elected officials including input from the Forest Grove and Gaston Rural Fire Protection District.

Signatures

FOR THE CITY OF FOREST GROVE

**FOR THE GASTON RURAL
FIRE PROTECTION DISTRICT**



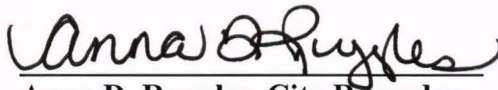
Jesse VanderZanden, City Manager

Michael Piedmonte, Chairperson

Date February 13, 2016

Date _____

ATTEST:



Anna D. Ruggles, City Recorder

Date February 13, 2016



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: 7

MEETING DATE: 2/13/17

FINAL ACTION: See 2017-19

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: February 13, 2017

PROJECT TEAM: Michael Kinkade, Fire Chief

SUBJECT TITLE: Gaston Intergovernmental Agreement (IGA) Renewal

ACTION REQUESTED:

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> X	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
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X all that apply

ISSUE STATEMENT:

In 2015 the City of Forest Grove and the Gaston Rural Fire Protection District entered into an IGA for Fire Chief Services. The City Council and District unanimously renewed this IGA in 2016. The approved IGA expires in May and requires Council approval to renew.

BACKGROUND:

The Gaston Rural Fire Board is satisfied with the services provided and would like to continue the contract. There have been no complaints made to the Fire Chief from employees, elected officials, volunteers, or citizens of either community regarding the services. Operational standardization and economic benefits have been realized by both agencies. The Fire Chief has successfully managed the additional responsibilities with no negative impacts. The only proposed change to the IGA is to make it self-renewing and cancellable upon 30 days in lieu of an annual renewal. This is consistent with the renewal verbiage in all other Forest Grove fire-service related IGAs.

FISCAL IMPACT:

Renewal of this IGA will produce \$33,000 in revenue for the Forest Grove Fire Department.

STAFF RECOMMENDATION: Staff recommends the City Council approve the attached resolution that renews the IGA with the revised renewal language.

ATTACHMENT(s): None